



EXPRESS MAIL NO.: EV 475 143 202 US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Kunz Confirmation No.: 1690  
Application No.: 09/910,388 Art Unit: 1656  
Filed: July 20, 2001 Examiner: Robinson, Hope A.  
For: THERAPEUTIC INHIBITOR OF Attorney Docket No.: 10177-211-999  
VASCULAR SMOOTH MUSCLE (formerly 295.003US5)  
CELLS

**TERMINAL DISCLAIMER FEE TRANSMITTAL**

Mail Stop Amendment  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

The fee for processing the attached Terminal Disclaimer is believed to be \$130.00.  
Please charge the required fee to Jones Day Deposit Account No. 50-3013. A copy of this  
sheet is attached for accounting purposes.

Respectfully submitted,

Date: September 18, 2006

Gidon D. Stern 27,469  
Gidon D. Stern (Reg. No.)

By: Ann W. Chen 49,013  
Ann W. Chen (Reg. No.)  
**JONES DAY**  
222 East 41<sup>st</sup> Street  
New York, New York 10017  
(212) 326-3939

Enclosure



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Alexandria, VA 22313-1450

Sir:

Scimed Life Systems, Inc., now known as Boston Scientific Scimed, Inc. ("Scimed"), *see* Exhibit 1, is the assignee of the entire right, title and interest in and to the above-identified application by virtue of an assignment which was recorded on April 18, 2003 at reel 013974, frame 0188.

Scimed is also the assignee of the entire right, title and interest in and to U.S. Patent Nos. 5,981,568; 6,663,881; 5,733,925; 6,074,659; and 6,268,390 by virtue of the same assignment which was recorded on April 18, 2003 at reel 013974, frame 0188.

The undersigned, on behalf of Scimed, hereby disclaims the terminal part of the statutory term of any patent granted on the above-identified application which would extend beyond the expiration date of the full statutory term of any of U.S. Patent Nos. 5,981,568; 6,663,881; 5,733,925; 6,074,659; and 6,268,390, as such term is defined in 35 U.S.C. §§ 154 and 173, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent Nos. 5,981,568; 6,663,881; 5,733,925; 6,074,659; and 6,268,390.

The undersigned further agrees that this agreement is to run with any patent granted on the above-identified application and is to be binding upon the grantee, its successors, and assigns and that any patent granted on that application or any patent subject to the

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reexamination proceeding shall be enforceable only for and during such period that said patent is commonly owned with the application or patent which formed the basis for the rejection.

The undersigned does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of any of U.S. Patent Nos. 5,981,568; 6,663,881; 5,733,925; 6,074,659; and 6,268,390 in the event that said patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term, except for the separation of legal title stated above.

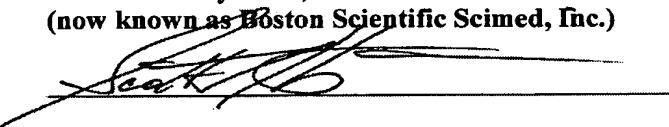
The undersigned hereby confirms that he has reviewed the assignment and, to the best of his knowledge and belief, title is in the assignee seeking to take action in this matter and that he is authorized to act on behalf of Scimed.

The undersigned hereby declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this 18 day of September, 2006

Scimed Life Systems, Inc.  
(now known as Boston Scientific Scimed, Inc.)

By:



Name: Scott T. Bluni, Esq.  
Position/Title: Assistant Secretary